

A G. Contract No. KR00 1254TRN
ADOT ECS File: JPA 00-104
Project No. TEA GLP-0-(1)P
TRACS No. SL439 01C
Section: Grand Canyon National Park
Ped. Trail Yavapai Point to East Overlook

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE NATIONAL PARK SERVICE
GRAND CANYON NATIONAL PARK

THIS AGREEMENT is entered into 17 August, 2000 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NATIONAL PARK SERVICE, GRAND CANYON NATIONAL PARK (the "NPS") acting by and through its Contracting Officer.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The National Park Service is empowered by the 16 USC (6) and (8) and has delegated to the undersigned the authority to execute this agreement on behalf of the National Park Service.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; the construction of pedestrian trails and paths, and the application of pavement markings.

4. Such project within the boundary of the NPS has been selected by the NPS; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

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NO 24177
Filed with the Secretary of State
Date Filed: 08/17/00

Patricia Bayless
Secretary of State

By Nicky D. Greenwood

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the NPS by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost is as follows: Construct South Rim Greenway Pedestrian Trail.

Construction (SL439 01C)	
Estimated Construction Cost	\$479,600.00
Federal Aid Funds @ 94.3%	\$452,263.00
NPS funds @ 5.7%	\$ 27,337.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the NPS with the aid and consent of FHWA and the State will proceed to construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved National Park Service plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the NPS shall be obligated to for any expenditure in excess of the estimates herein.

2. Prior to construction, the NPS shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The NPS shall acquire, without cost to the State, any necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The NPS shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The NPS shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the NPS shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the NPS.

6. Upon completion of construction, the NPS shall provide maintenance unless assumed by another governmental entity.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. This agreement shall remain in force and effect until completion of said improvements and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

National Park Service
Grand Canyon National Park
PO Box 129
Grand Canyon, AZ 86023
8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and the agreement is in proper form.
9. Improvements placed on National Park Service land at the direction of either of the parties, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the National Park Service as other National Park improvements of a similar nature.
10. This instrument in no way restricts the National Park Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
11. No part of this instrument shall entitle the State to any share or interest in the Project other than the right to use and enjoy the same under the existing regulations of the National Park Service, and the right to enforce all terms and conditions of this agreement.

In witness whereof, the parties have executed this agreement the day and year first above written.

NATIONAL PARK SERVICE
Grand Canyon National Park

By 
GORDON PLAISTED
Contracting Officer

STATE OF ARIZONA
Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

JPA 00-104

DETERMINATION

Arizona Contract No. JPA ~~00-26~~ ⁰⁰⁻¹⁰⁴, which is an agreement between public agencies; to wit: the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, GRAND CANYON NATIONAL PARK, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States, *subject to the comments on the attached "Legal Review of Agreement."*

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 27th day of July, 2000.

THE UNITED STATES OF AMERICA

By Robert C. Caton

Certified To Be
A True Copy

[Signature]

Legal Review of Agreement

Title or description of agreement: Intergovernmental Agreement Between the State of Arizona and the U.S. National Park Service, Grand Canyon National Park

Number of agreement: AG Contract No. KR00 1254TRN; ADOT ECS File JPA 00-104

Park or office submitting request for legal review: GRCA

Date agreement was received in the Office of the Field Solicitor: 7/25/00

Reviewing attorney's comments and requirements:

1. Throughout the draft agreement change all references to "U.S. National Park Service" to "National Park Service."

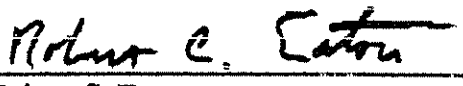
2. Article I, Recital No. 2 (p. 1)—Change to read as follows:

2. 16 U.S.C. § 6 (1994) authorizes the NPS to accept donations of moneys for the purposes of the national park and monument system, and 16 U.S.C. § 8 (1994) authorizes the NPS "to construct, reconstruct, and improve roads and trails, inclusive of necessary bridges, in the national parks and monuments under the jurisdiction of the Department of the Interior."

3. Article I, Recital No. 3 (p. 1)—This recital seems inappropriate for a trail construction/reconstruction project. Is this language derived from language in FHWA legal authorities? If so, is there language in those authorities more appropriate for a trail construction/reconstruction project? Whether this language is derived from FHWA legal authorities or not, I recommend that you modify this language to more accurately reflect the nature of this particular project.

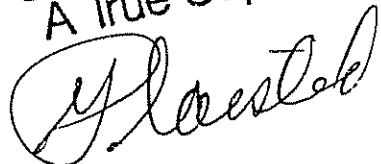
4. Provision II, 1.a (p. 2)—Is there a number or date by which you can refer to and identify the approved plans and specifications (or drawings)? If there is, please do so here.

Subject to the foregoing comments and requirements and any handwritten comments on the attached copy of the agreement, the agreement is legally sufficient.


Robert C. Eaton
Attorney-Adviser
Office of the Field Solicitor

7/27/00
Date

Certified To Be
A True Copy





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1254TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 10, 2000

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

641153



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
GRAND CANYON NATIONAL PARK
P.O. BOX 129
GRAND CANYON, ARIZONA 86023-0129

S72127 (GRCA 8212)

August 4, 2000

Mr. E. Jack Hammitt, CPM
AZ Department of Transportation
Intermodal Transportation Division
Joint Project Administration
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix AZ 85007

Re: Pedestrian Trail, Agreement #JPA 00-104

Dear Jack:

Enclosed are three signed originals of the above referenced agreement. Please return one completed copy to me whenever it is convenient for you to do so.

If you have any questions concerning the changes or anything else, please don't hesitate to call me at 520-638-7714 since Mike Terzich will be gone for about three weeks.

Sincerely,

Gordon E. Plaisted
Chief of Contracting

Enclosure